

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **GL5008**Due Date: **10/19/04 at 2:00PM**

Date Sent: October 5, 2004

Statewide Contract

Goods and services to be

ELECTRIC ARM TARPAULIN SYSTEM**Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: GL5008

Due Date: 10/19/04

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
1	1	Each	Electric Arm Tarpaulin System	\$	\$

Changes or modifications to procurement:

Any Modification to this procurement effort shall be made in writing by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or on other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. Bid responses that are faxed in will **not** be considered.

Questions regarding the specifications should be directed to Paul Rottmann @ (801) 965-4078.

With bid process questions (not related to the specifications) contact David Gill at (801)538-3254

Reference RX#: 810 563-9

Commodity code: 06525

Ship To: Department of Transportation
Central Shops
4501 South 2700 West
Salt Lake City, UT 84119

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed

upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
 1. State Standard Terms and Conditions;
 2. State Special Terms and Conditions;
 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

STATE OF UTAH

State Contract

Electric Arm Tarpaulin System

Revised: September 16, 2004

Commodity Code: 06530 & 90634

PUBLICATION

This specification is a product of the State of Utah, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity that is not an agency of the State of Utah.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification shall be new.
DISCONTINUED MODELS ARE NOT ACCEPTABLE.
2. **Supplier shall submit, with the bid, in duplicate, the latest detailed specifications on the offered equipment.** Supplier should submit the latest literature. Failure to provide and comply with Part I of bidder-submitted specifications will result in bid(s) being declared non-responsive.
3. **All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier.** All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
4. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
5. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
5. STATE encourages all manufacturers to voluntarily comply with the Society of Automotive Engineers' (SAE) recommended practices.
6. Measurements will be given in the English system.

PART II: SCOPE

1. This specification describes a tarpaulin deployment by means of an electrically driven roller spool, using spring-loaded pivots connected to arms attached to the side of the dump body. Complete tarping function shall be performed from truck cab. Tarp system shall come with all

Specification: Electric -Tarp System

required mounting hardware, electric wire, switch(es), breakers, and indicator light(s). Nuts, bolts, brackets, hardware, arm pivots and roller shaft shall have superior corrosion resistance for operation with salts, de-slicking grit and salt brines.

2. The successful bidder may change options from the standard specified criteria to meet the need(s) of the ordering entity. Based on a published rate, models and option's can be change, added or deleted.
3. Price list(s) shall be submitted with the bid proposal for the purpose of providing a reference for the various items on the price list and the manufacturer's price of each item. If excluded items appear in the manufacturer's current published price list, they must be lined out, stamped "Deleted" or "Excluded." Failure to do so may result in rejection of the bid as non-responsive. Bidders submitting other than manufacturer's current published price list, or submitting a published price list with altered pricing, shall be rejected as non-responsive.

NOTICE TO BIDDERS:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect, will not be accepted.

EXAMPLE: Roll-Rite

PullTarp

or STATE pre-approved equal

PART III: SPECIFICATIONS

1. Tarp System fit:

- 1.1 Height of front of bed 44" and rear 36" with drop of 8" front to rear.
- 1.2 Lengths back of cab guard where spool mounted to the end of bed 14 foot.
- 1.3 Width inside to be 84 inches.
- 1.4 Width outside to 96 inches.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

2. Motor:

- 2.1 12 volt-DC, direct drive, ball bearing, gear driven, with capacity and power, size – type and approved by application from the manufacturer.
- 2.2 Enclosed sealed assembly, protecting from salt spray and power washers.
- 2.3 Cranks, chains, belts, pulleys, are not acceptable.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

3. Fabric:

- 3.1 14-ounce minimum nylon vinyl, with asphalt resistant coated on both sides.
- 3.2 Must withstand temperatures from -35 to +400 degrees Fahrenheit.

Specification: Electric -Tarp System

- 3.3 Tarpaulin shall fully cover the bed inside opening, and comply with federal and state transportation laws.
- 3.4 Side flaps shall be an integral part of the tarp and retract fully into the housing enclosure **if required**
- 3.5 Tarp must be capable of being easily and quickly replaced.
- 3.6 Resistant to mildew.
- 3.7 Resistant to ultra-violet rays.
- 3.8 Double-lock stitching or equal.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

4. **Housing:**

- 4.1 Housing to be steel.
- 4.2 Weld on design.
- 4.3 Cab guard to keep wind from getting under tarp.
- 4.4 Spool assembly to be pre-assembled and a one piece preferred with built-in wind deflector for maximum tarp protection.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

5. **Hardware included:**

- 5.1 Arms shall be aluminum, should utilize oval tubing for an optimum strength to weight ratio, spring loaded and shall be proven design for application including tarp length.
- 5.2 Pivots, tarp bow, tension bow to be aluminum if required.
- 5.3 Pivot assemblies to protect the spring and designed with providing a compact side mounting.
- 5.4 Springs shall be the size and type proven for application.
- 5.5 Nuts, bolts, brackets, hardware, arm pivots and roller shaft shall have superior corrosion resistance.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

6. **Controls:**

- 6.1 The control panel shall be in the truck cab, shall have a heavy-duty switch, be label with indicator lighted.
- 6.2 Electrical breaker or fuse to be automotive style, rated for the system.

Do you comply? (Y/N) _____ **If No, Why Not?** _____

7. **Painting:**

- 7.1 **The units shall be painted the with lead free paint.**
- 7.2 **Rubber and those metallic accessories or fixtures constructed of rust-resistant or plated material shall not be painted.**

Do you comply? (Y/N) _____ **If No, Why Not?** _____

8. **Manuals:**

One (1) copy of each manual, with latest revision(s), shall be delivered with each unit. These manuals shall include, but not be limited to, an illustrated parts book, operator's manual and service manual to include electrical schematics.

9. **Pricing:**

9.1 Unit bid price, including freight, within the state of Utah.

9.2 Discount for parts sold under this contract. Percent (%) off of list price = _____ %
Published price listed Date: _____

9.3 **Nuts, bolts, brackets, hardware, shall be stainless steel for corrosion resistance.**

Option Price _____

9.4 **Housing to be aluminum.**

Option Price _____

PART IV: PARTS AND SERVICE

1. The manufacturer of the equipment furnished shall have an authorized and licensed dealer within the state of Utah at time of IFB.
2. The authorized dealer shall have factory-trained personnel available for warranty repairs and performance of service.
3. Dealer shall also maintain an inventory of high-usage parts available same or next working day, delivered locally in the Wasatch front metropolitan area, at no additional charge, and a quick source for low-usage parts.

WORKING DAY: A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed state and federal holidays.

PART V: TERMS of WARRANTY:

1. **The units of equipment shall be warranted against all defects in material and workmanship for a period of not less than 6 months and shall cover 100 percent parts and labor for the units. If manufacturer's standard warranty exceeds 12 months then the standard warranty period shall be in effect. The warranty begins on the date the units is determined to meet specifications and is accepted into STATE'S fleet.**
2. **Motor shall have 3 year – full replacement warranty.**
3. During the warranty period the Contractor will be responsible for labor, materials, and other costs as outlined below associated with required warranty repair.
4. **MINOR WARRANTY REPAIRS:** It is the intent of this warranty that the Contractor have a service and parts location, within the State of Utah, to perform warranty repairs; however, at STATE'S option, warranty repairs deemed by STATE to be minor in nature may be performed by UDOT at the vendor's expense. Parts required for repairs, which are to be made by STATE,

will be OEM parts and will be obtained from the Contractor at no cost to STATE, or from any commercial source. Only the actual time required for repairs will be reimbursed. Reimbursement by the Contractor to STATE for the cost of warranty repair will be computed as follows:

- 4.1 STATE will assume responsibility for cost of repairs resulting from collision, theft, vandalism, operator negligence and/or acts of God.
- 4.2 It is STATE'S policy to maintain the equipment in accordance with the manufacturer's published recommendations.
- 4.3 **Labor:** Labor for warranty repairs will be calculated at the composite rate for the mechanic in effect at the time of the warranty repairs. Labor rate will not exceed \$40.00 per hour. The time allowed for each repair will be determined by the manufacturer's standard time schedule. Manufacturer's time schedule shall be furnished to the receiving district with the units at the time of delivery (if available). If a manufacturer's time schedule is not available, the actual time for repairs, as noted above, will be used.
- 4.4 **Warranty Repair Claims :** Warranty repairs will be accumulated on STATE repair orders and will be billed from same, unless the Contractor prefers to have claims processed on the Contractor's standard forms.
- 4.5 **Parts:** Replaced parts will be held thirty calendar days and will be available for inspection by the Contractor or its authorized representative. Copies of invoices for all parts will be provided to the Contractor. The cost of parts other than those furnished to STATE at no cost by the vendor will be billed at actual cost.
- 4.6 **Major Warranty Repairs :** When major warranty repairs are required, STATE will notify a representative of the Contractor's dealer, located in Utah, by telephone at the location and the telephone number designated by the Contractor in its bid response.
- 4.7 **Response Time:** Warranty repair action shall begin within two working days after notification is made to the vendor for need of warranty repairs. A representative of the Contractor's local Utah dealer will be notified by telephone. Excessive delays incurred for the performance of warranty repairs by the vendor may adversely affect the vendor's status as a qualified bidder.

Specification: Electric -Tarp System

EXHIBIT A: - Detail Specification shall include the following:

Failure to provide-submitted specifications will result in bid(s) being declared non-responsive.
Supplier shall insert or attach all the requested information and return copy with IFB.

TRAP DATA:

TARPULIN: Make _____

Model _____

Model weight _____lbs.

Below are listing numbers of Part II: Specifications:

2.2- Discount for parts sold under this contract. Percent (%) off of list price = _____%

2.3- Date of purchase price list: _____

4.2- Length _____

4.3- Width – inside of bed _____

4.4- Width – outside of bed _____

5.1- Motor Voltage, Drive, Capacity, Power, Size & type: _____

5.2- Enclosed, sealed, Protected salt & pressure washing: _____

5.3- Cranks, chains, belts, and pulleys: (not acceptable) _____

6.1- Fabric type (asphalt resistance) _____ Temp $-35^0/+400^0$ _____ (ounce's)
_____.

6.2- Cover Bed _____

6.3- Side required _____

6.4- Trap easily & quickly replaced (complies Yes /No) _____ Est. Time required
_____ Hours _____ Minutes

6.5- Resistant to mildew _____

6.6- Resistant to ultra violet light. _____

6.7- Double-lock stitching or equal. _____

7.1 Housing material type: **(3601 Steel / 7671 Aluminum)** _____

7.2 Housing Weld type: _____

7.3 Cab Guard (Wind) _____

7.4 Pre-Assembled Spool _____

8.1 Arm Material _____

Specification: Electric -Tarp System

8.2 Pivots trap & tension material type: _____

8.3 Spring Design _____

8.4 Spring Size &Type _____

8.5 Nuts, bolts, brackets, hardware, and pivots – corrosion resistance type: _____

9.1 Switch Type: _____ Lighting Style: _____

9.2 Electrical protection (Breaker / Fused) _____ Protection Rating (amps)_____

10 Painting- Paint type (lead-free)_____ Color _____

11 Manuals – Quantity / Operations, Service: _____

Authorized Dealer located within the State of Utah: _____

Factory Trained Personnel: _____

Dealer Inventory: _____

Parts shipping Point : _____ **Time required** _____ **Days**

Name and address of firm nearest the FOB point that will provide warranty service and repair parts.

Firm Name: _____

Address: _____

Telephone _____ Individual to Contact _____

Warranty Period _____ Years _____ months.

Motor Warranty Period _____ Years _____ months.

Contractor Warranty Responsibility:

Vendor Part Replacement Responsibility:

Repair Action Response Time:

Name of Firm _____

Bidder's Signature _____

Bidder's Telephone No. _____

Print or Type Bidder's Name _____